NOTES OF CASES.

Criminal Law—Jurisdiction of Federal Courts—Lamar v. United States, 36 Sup. Ct. Rep. 255.—The United States Supreme Court in the principal case held that a Federal district court which has jurisdiction under the Judicial Code, Act March 3, 1911, c. 231, 36 Stat. 1091 (Comp. St. 1913, § 991), § 24, of all crimes cognizable under the authority of the United States, acts equally within its jurisdiction whether it decides a man to be guilty or innocent under the criminal law, and whether its decision is right or wrong. The court in the principal case used the following language: "On the matter of jurisdiction it is said that when the controversy concerns a subject limited by Federal law, such as bankruptcy (Frederic L. Grant Shoe Co. *v.* W. M. Laird Co., 212 U. S. 445, 53 L. ed. 591, 29 Sup. Ct. Rep. 332), copyright (Globe Newspaper Co. *v.* Walker, 210 U. S. 356, 52 L. Ed. 1096, 28 Sup. Ct. Rep. 726), patents (Healy *v.* Sea Gull Specialty Co., 237 U. S. 479, 59 L. ed. 1056, 35 Sup. Ct. Rep. 658), or admiralty (The Jefferson, 215 U. S. 130, 54 L. ed. 125, 30 Sup. Ct. Rep. 54, 17 Ann. Cas. 907), the jurisdiction so far coalesces with the merits that a case not within the law is not within the jurisdiction of the court (The Ira M. Hedges [Lehigh Valley R. Co. *v.* Cornell S. B. Co.], 218 U. S. 264, 270, 54 L. ed. 1039, 1040, 31 Sup. Ct. Rep. 17, 20 Ann. Cas. 1235; Haddock *v.* Haddock, 201 U. S 562, 50 L. ed. 867, 26 Sup. Ct. Rep. 525, 5 Ann. Cas. 1). Jurisdiction is a matter of power, and covers wrong as well as right decisions. Fauntleroy *v.* Lum, 210 U. S. 230, 234, 235, 52 L. ed. 1039, 1041, 28 Sup. Ct. Rep. 641; Burnet *v.* Desmornes y Alvarez, 226 U. S. 145, 147, 57 L. ed. 159, 160, 33 Sup. Ct. Rep. 63. There may be instances in which it is hard to say whether a law goes to the power or only to the duty of the court; but the argument is pressed too far. A decision that a patent is bad, either on the facts or on the law, is as binding as one that it is good. The Fair *v.* Kohler Die & Specialty Co., 228 U. S. 22, 25, 57 L. ed. 716, 717, 33 Sup. Ct. Rep. 410. And nothing can be clearer than that the district court, which has jurisdiction of all crimes cognizable under the authority of the United States (Judicial Code of March 3, 1911, chap. 231, § 24, second [36 Stat. at L. 1091, Comp. Stat. 1913, § 991 (2)]), acts equally within its jurisdiction whether it decides a man to be guilty or innocent under the criminal law, and whether its decision is right or wrong. The objection that the indictment does not charge a crime against the United States goes only to the merits of the case."

Carrier—Carrying Passenger beyond Station Not Regular Stop—Liability—Louisville & N. R. Co. v. Gaddie, L. R. A., 1915D, 705.—This case holds that a railroad company is not liable for carrying past his destination a passenger who knowingly boards a train not

scheduled to stop there, although the gateman and brakeman made no objection to his boarding the train, if the conductor, upon ascertaining his destination, informed him that the train would not stop, and advised him to leave it at a suitable intermediate stopping place and wait for another train.

Carriers—Federal Regulation—Invalidating Contract for Free Transportation—Recovery of Contract Price—New York Central & Hudson River Railroad Company, Plff. in Err., v. Charles P. Gray, 36 Sup. Ct. Rep. 176.—There is nothing in the prohibition of the Hepburn act of June 29, 1906 (34 Stat. at L. 587, chap. 3591; Comp. Stat. 1913, § 8569), § 2, against charging, collecting, or receiving a greater or less or different compensation for transportation than that specified in the carrier's published rates, which prevents or relieves a carrier from making just compensation in money for the unpaid balance of the purchase price of a map made for it, because the delivery of the particular consideration stipulated for in the contract, viz., free transportation, became unlawful upon the passage of that statute.

The United States Supreme Court held in the case of Louisville & N. R. Co. *v.* Mottley, 219 U. S. 467, 476, et seq., 55 L. ed. 297, 301, 34 L. R. A. (N. S.), 671, 31 Sup. Ct. Rep. 265, that the prohibition prevented the exchange of transportation for services, advertising, releases, property, or anything else than money, and that this operated upon an agreement made long before the passage of the act, whereby the carrier, in consideration of a release of damages for injuries sustained by Mottley and his wife in consequence of a collision of trains upon the railroad, agreed to issue free passes to them, renewable annually during their several lives, the result being that after the taking effect of the Hepburn act specific performance of this agreement could no longer be required.

That the prohibition applies with respect to transportation within the bounds of a state as part of an interstate journey is quite clear. Southern P. Terminal Co. *v.* Interstate Commerce Commission, 219 U. S. 498, 527, 55 L. ed. 310, 320, 31 Sup. Ct. Rep. 279; Railroad Commission *v.* Worthington, 225 U. S. 101, 110, 56 L. ed. 1004, 1008, 32 Sup. Ct. Rep. 653; Railroad Commission *v.* Texas & P. R. Co., 229 U. S. 336, 340, 57 L. ed. 1215, 1218, 33 Sup. Ct. Rep. 837.

In the principal case the court in distinguishing the Mottley Case used the following clear and concise statement: "But there is nothing in the act to prevent or relieve a carrier from paying in money for something of value which it had long before received under a contract valid when made, even though the contract provided for payment in transportation, which the passage of the act rendered thereafter illegal. In the Mottley Case, while the right to further specific performance of the contract for free passage was denied, the